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QUITCLAIM DEED WITHOUT COVENANT

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THE MERRILL TRUST COMPANY, a Maine banking corporation duly established under the laws of the State of Maine having its principal place of business in Bangor, Penobscot County, Maine, successor in interest to Federal Trust Company, as Trustee of the Moses and Freda Lubell Trust for consideration paid, releases to MICHAEL WOLMAN, WILLIAM WOLMAN and MAUREEN GARNER of Waterville, County of Kennebec and State of Maine, as joint tenants, the land in Waterville, County of Kennebec and State of Maine, bounded and described as follows, to wit:

A certain lot or parcel of land together with the buildings thereon situated in Waterville bounded southerly about 4 rods by High Street, westerly about 115 feet by May Street and northerly about 4 rods by the Berliawsky lot and easterly about 115 feet by the Pooler lot.

Meaning and intending to convey any remaining interest which the above trustee has in the property described in a deed from Federal Trust Company to Aaron Cook, dated January 14, 1966 and recorded in the Kennebec County Registry of Deeds in Book 1412, Page 247. At the time of said transfer to Aaron Cook it was the intent of Federal Trust Company to convey all of the interest Federal Trust Company had in said real property to Aaron Cook. A copy of the trust agreement between Moses F. Lubell, Freda Lubell and Federal Trust Company, dated June 22, 1955 is attached to this deed as Exhibit A.

WITNESS my hand and seal this 23<sup>rd</sup> day of December, 1986.

David B. Butler  
witness

THE MERRILL TRUST COMPANY  
Clarence E. Bickford  
CLARENCE E. BICKFORD  
Its Vice President



THE STATE OF MAINE

Kennebec, ss. December 23, 1986.

Then personally appeared the above named Clarence E. Bickford, as Vice-President of The Merrill Trust Company and acknowledged the foregoing instrument to be his free act and deed, in his capacity, and the free act and deed of The Merrill Trust Company.

Before me, David B. Butler  
~~Notary Public~~  
David B. Butler  
Attorney-at-Law

EXHIBIT A

MEMORANDUM OF AGREEMENT,

Made this twenty-second day of June, A.D., 1955, by and between Moses F. Lubell and Freda Lubell, husband and wife, both of Waterville in the County of Kennebec and State of Maine, hereinafter designated as the Settlers, and Federal Trust Company, a banking corporation organized under the laws of the State of Maine and having a place of business at Waterville, aforesaid, hereinafter referred to as the Trustee, WITNESSETH:

1. The settlers have paid over, delivered, assigned, transferred, or conveyed to the trustee the property itemized on Schedule A attached to and made a part of this agreement which, together with other property that hereafter may be added to this trust, shall be held and administered by the trustee for the purposes herein set forth.

2. The trustee or its successor shall administer this trust for the following purposes:-

- A. To provide for the education of the settlor's children, namely, David Lubell and Elizabeth Lubell.
- B. The trustee may in its sole discretion and upon the request of either of the above-mentioned children or upon the request of either of the above-mentioned settlers who may be living, pay over to either or both of the children such amounts of income or principal as is deemed necessary for their education.
- C. The trustee shall insofar as possible limit the amount advanced to either of the above children to one-half of the trust and when each of the children shall have reached the age of twenty-eight years, any funds remaining in the trust shall then be distributed to them in such a manner that each shall have benefited as nearly as possible on a share and share alike basis, and the trust shall terminate.

David - born June 12, 1937 - 1965  
 Elizabeth - born Oct 22, 1938 - 1966

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D. In the event of the death of one of the children, without issue, prior to the termination of the trust, then all the property remaining in the trust shall be administered for the benefit of and distributed to the surviving child as indicated in Paragraph C. above.

In the event of the death of either child leaving issue, then that child's share of the trust shall be administered for the benefit of his or her children until the youngest of such children shall have reached the age of twenty-five years, at which time the trust shall terminate and the proceeds shall be distributed to such children, share and share alike.

E. Nothing in this agreement shall be construed so as to prohibit the trustee from advancing money to either of the above mentioned children for the purpose of paying for medical, surgical, hospital or other institutional care of the children or the settlors, if in the judgment of the trustee, it is necessary to do so and the trustee, in its discretion, is also authorized to expend trust funds for the purpose of paying living expenses of the children.

3. The trustee may retain any of the original property constituting this trust, regardless of the character of such property or whether it is such as then would be authorized by law for investment by trustees or whether it leaves a disproportionately large part of this trust investment in one type of property for such time as the trustee shall deem best, and to dispose of such property by sale, exchange or otherwise as and when it shall deem advisable, without the necessity of applying to any court for a license therefor.

4. It is contemplated that Moses F. Lubell is to make certain insurance policies now outstanding on his life, payable to the Federal Trust Company as trustee, the proceeds thereof to be placed in this trust. In the event that the death of Freda Lubell should precede

- 3 -

the death of Moses F. Lubell, the insurance proceeds are to be administered for the benefit of the children or grandchildren of the settlors in accordance with the provisions of this agreement. However, if the death of Moses F. Lubell should precede that of Freda Lubell, then the proceeds from the life insurance policies on the life of Moses F. Lubell shall be administered by the trustee for the benefit of Freda Lubell during the remainder of her lifetime. The trustee in such event shall pay to Freda Lubell the net income received from the proceeds of the life insurance policies in convenient installments as nearly equal as practicable at least quarter-annually. If at any time, or from time to time, the trustee shall deem it necessary in its judgment to use some portion of the principal in behalf of Freda Lubell for her support, maintenance, surgical, medical, hospital or other institutional care, the trustee is hereby authorized to make such disbursements. If at any time, or from time, the trustee shall deem it inadvisable to make payments direct to Freda Lubell, then to apply the income and the needful part of the principal in the judgment of the trustee for her support, maintenance, surgical, hospital or other institutional care, taking into consideration the standard of living to which she has been accustomed.

Upon the death of Freda Lubell, if both children of the settlors have attained the age of twenty-eight years, then the balance remaining from the insurance proceeds shall be distributed in equal shares to the children, together with any other balance remaining in the trust created by this agreement, whereupon the trust shall be terminated and the trustee shall be discharged.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

January 17  
1938

- 34 -

In the event that one of the children has reached the age of twenty-eight years, then one half of the balance remaining in the trust from all sources shall be paid over to that child, and the trust insofar as that child shall be terminated, and the trustee shall then continue to administer the balance in the trust for the benefit of the surviving child or issue of such child, in accordance with the provisions of this agreement, previously set forth.

The proceeds of any life insurance policies which are paid to the trust as the result of the death of either of the settlors shall be invested at the discretion of the trustee in accordance with the

laws of Maine governing the investment of trust funds. The trustee

is authorized to use trust funds for the purpose of paying premiums

on any life insurance policies which become a part of the trust.

5. The trustee shall have authority to borrow money using any of the assets of the trust, including insurance policies, as collateral for such loans and upon such terms and conditions as to rates, maturities, renewals, and security as to it shall seem advisable, including the power to borrow from the trustee itself, for the purpose of carrying out the intent of the settlors to provide for the education of the children of the settlors,

6. The trustee shall have power to refrain from voting or to vote shares of stock owned by this trust at stockholders' meetings in person or by special, limited or general proxy, however, without power of substitution as to it shall seem best. To exercise or sell any rights and to act in every other way and perform every duty that the settlors could perform in their own right with respect to the property in the trust.

- 5 -

7. If, during the administration of this trust, it should be made to appear to the trustee that it is advisable to distribute some portion of the trust to the children or the settlors, the trustee is authorized to make such distribution in its uncontrolled discretion, but the trustee shall not make such distribution unless it is clearly made apparent to the trustee that such distribution is necessary and advisable.

8. The interest of any beneficiary in principal or income of

this trust shall not be subject to assignment, alienation, pledge, attachment, or claims of creditors of such beneficiary.

9. The trustee may resign this trusteeship during the settlor's lifetime by giving thirty days notice in writing delivered to the settlor or settlors in person or mailed to the last known address. The resignation to become effective when the property has been delivered to a successor trustee to be named by the settlor or his legal representative who shall give the trustee a good and sufficient receipt for the same.

10. The trustee or its successor shall render annually to the settlor or settlors during their lifetime and to the beneficiaries after the death of the settlors a statement of income or principal paid out of the trust and at any time upon request of any of the above parties in interest shall render a complete statement of all of the assets remaining in the trust.

11. The compensation of the trustee shall be that which is allowable by law for such services at the time such compensation shall become payable, and in the amount ordinarily charged by trustees for similar services and commensurate with the amount of work performed.

